

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
LAREDO DIVISION**

UNITED STATES OF AMERICA,	§	
	§	
Plaintiff,	§	
	§	
versus	§	Civil Action <u>L-19-112</u>
	§	(CDCS: 2015A05890)
Albert San Miguel,	§	
	§	
Defendant.	§	

Complaint

1. *Jurisdiction.* The district court has jurisdiction because the United States is a party. *See* U.S. CONST., art III, § 2, and 28 U.S.C. § 1345.
2. *Venue.* The defendant resides in Webb County, Texas, and may be served with process at 2720 Camelot APT 106, Laredo, TX 78041.
3. *The Debt.* The debt owed to the United States arose through a promissory note.

The debt on the date of the Certificate of Indebtedness was:

A.	Current principal	\$	1,919.15
B.	Interest (capitalized and accrued)	\$	531.28
C.	Administrative fees, costs, penalties (Including \$400.00 Filing fee)	\$	400.00
D.	Attorney's fees	\$	785.00
E.	Balance due	<u>\$</u>	<u>3,635.43</u>

F. Prejudgment interest accrues at 4.25% per annum being \$0.22 per day.

G. The current principal in paragraph 3 A is after credits of \$273.00.

4. *Default.* The United States has demanded that the defendant pay the indebtedness, and the defendant has failed to pay it.
5. *Prayer.* The United States prays for judgment for:
 - A. The sums in paragraph 3, pre-judgment interest, administrative costs, and post-judgment interest.
 - B. Attorney's fees; and,
 - C. Other relief the court deems proper.

Respectfully submitted,

CERSONSKY, ROSEN & GARCÍA, P.C.

By: /s/ M. H. Cersonsky

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Attorneys for Plaintiff

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 of 1

ALBERT SAN MIGUEL
2720 CAMELOT APT. 106
LAREDO, TX 78041
Account No. XXXXX0971

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 09/02/14.

On or about 07/28/04, the BORROWER executed a promissory note to secure a Direct Consolidation loan from the U.S. Department of Education. This loan was disbursed for \$1,902.99 on 08/16/04 at 4.25% interest per annum. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the BORROWER defaulted on the obligation on 10/25/05. Pursuant to 34 C.F.R. § 685.202(b), a total of \$16.16 in unpaid interest was capitalized and added to the principal balance.

The Department has credited a total of \$273.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal:	\$1,919.15
Interest:	\$ 531.28
Total debt as of 09/02/14:	\$2,450.43

Interest accrues on the principal shown here at the rate of \$0.22 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 10/22/14

Laura Brian
Loan Analyst
Litigation Support Unit

